

OFFICIAL GAZETTE



GOVERNMENT OF GOA

NOTE: There is one Extraordinary issue to the Official Gazette, Series II No. 49 dated 4-3-99 namely, Extraordinary dated 9-3-99 from pages 747 to 748 regarding Notifications/Order from Departments of Revenue and Industries.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asstt. Registrar of Coop. Societies

No. RSS-(a)64/Goa/RMC/98

Read :- (1) This Office Order No. ARCS/SZ/RES-(c)-64/Goa/RMC/ dated 18-2-1981 placing the Navadurga V. K. S. S. Society Ltd., Madkai- Ponda under Liquidation in terms of the provisions of Section 102(1) of Maharashtra Coop. Societies, Act 1960 as applied to the State of Goa and appointing a Liquidator to wind up the affairs of the said society in terms of Section 103 of the aforesaid Act.

(2) Letter dated 28-10-1998 from the Liquidator of the said society submitting a scheme for re-construction of the said society in terms of Section 90 of the Maharashtra Coop. Societies, Act, 1960 as applied to the State of Goa and read with Rule 15 of the Coop. Societies Rules, 1962.

(3) This Office draft Order of even No. dated 30-10-1998 issued under Section 19 of the Act read with Rules 15(1) of the Coop. Societies Rules 1962 requesting therein for their objection if any for reconstruction of the said society and why the order for revival should not be implemented.

(4) No objection regarding the reconstruction of the aforesaid society is received from members/non-members of the society.

The Navdurga V. K. S. S., Society Ltd., Madkai-Ponda-Goa was registered in the year 1965 under registration No. RES-(c)-64/Goa dated 29-8-1965 with the main object to provide agricultural Credit to its member/agriculturist as also agricultural requirements such as improved seeds, fertilizers etc. However, for one or the other reason the society failed to fulfill its objects as a result of which the society has remained stagnant for quite a considerable period of time and subsequently the society was taken into Liquidation and a Liquidator was appointed vide this office order dated 18-2-1981 cited at Sr. No. 1 above in terms of Section 103 of the Act. However during the course of liquidation proceeding, there was a proposal for reconstruction of the said society. After complying with all the formalities required by law a draft Order of even No. dated 30-10-1998 cited at

Sr. No. 3 above was issued in terms of Section 19 of the Act read with Rule 15(1) of the Coop. Societies Rules, 1962 inviting suggestions/objections if any from all the members whose interest may be affected for the re-construction, within a period of 8 days the date of issue of the said order. However since no objection/suggestions to the said scheme for reconstruction of the said society has been as per the lines as proposed by the liquidator in his scheme submitted to this office and as contained in this office Order cited at Sr.No. 3 above has been received from the members/non-members as at Sr. No. 4 above within the time limit the following Order for reconstruction of the said society is hereby passed.

ORDER

In exercise of the powers vested in me under the provisions of Section 19 of the Maharashtra Coop. Societies, Act, 1960 as applied to the State of Goa read with rule 15(2) of the Coop. Societies Rules, 1962, I. D. M. Pathan, Asstt. Registrar of Coop. Societies, Central Zone, Panaji hereby approve the scheme for reconstruction of Navdurga V.K.S.S. Society Ltd., Madkai, Ponda-Goa as contained in this office draft Order dated 30-10-98 cited at Sr. No. 3 above.

Further, in virtue of the powers vested in me under Sub-Section 6 of Section 103 of the Maharashtra Coop. Societies, Act, 1960, as applied to State of Goa, I hereby revoke the Order of liquidation which was passed vide No. ARCS/SZ/RES-(c) - 64/Goa RMC dated 18-2-1981 placing the Navdurga V. K. S. S. Society Ltd., Madkai-Ponda under liquidation with effect from the date the liquidator hands over the charge of the society to the newly elected Managing Committee.

I further, direct the liquidator of the aforesaid society to take necessary action for constituting a fresh Managing Committee by holding a General Body Meeting as per the provision of the bye-laws of the aforesaid society and hand over the charge to the newly elected committee under intimation to this office

D. M. Pathan, Asstt. Registrar of Coop. Societies, Central Zone,

Panaji, 5th November, 1998.

Order

No. 46/35/77/LQD/ARCS/CZ,

Read : This Office Order No. 46/35/77/LQD/ARCS/CZ/Vol. II dated 31-7-1996 appointing Shri M. B. Bhavsar, the then Sr. Auditor, Coop. Societies, Central Zone, Panaji as Liquidator, of Karmali-Khorlim V. K. S. S. society, Ltd., Karmali-Goa.

In partial modification of this office order referred to above, Shri D. P. Parab, Jr. Auditor/Inspector, Central Zone, Panaji is hereby appointed as a Liquidator of Karmali Khorli V. K. S. S. Society Ltd., Karmali-Tiswadi-Goa in place of Shri M. B. Bhavsar, Sr. Auditor, Coop. Societies, with effect from the date he takes over the charge of the said society.

D. M. Pathan, Asstt. Registrar of Coop. Societies, Central Zone.

Panaji, 6th November, 1998.

Order

No. 21-15-93/TS/RCS

- Read : 1) This office order No. 21-15-93/TS/1692 dated 6-10-97.
2) This office order No. 21-15-93/TS-RCS dated 21-10-98.

In partial modification of this office order of even number dated 21-10-98 referred to at (2) above and in exercise of the powers vested in me under Section 78 of the Maharashtra Coop. Societies Act, 1960 as in force in the State of Goa, read with Rule 61 of the Coop. Societies Rules, 1962, I, S. D. Desai, Registrar of Coop. Societies, Goa hereby appoint Shri Krishna Vaigankar, Taleigao-Goa as the Chairman of the Committee of Administrators of the Bhandari Coop. Credit Society Ltd., Panaji in place of Shri Suresh Parulekar, Chairman of Committee of Administrators appointed vide order referred to at (2) above.

This order shall come into force with immediate effect.

S. D. Desai, Registrar of Coop. Societies.

Panaji, 4th December, 1998.

Order

No. 62-3-88/RCS/TS

- Read :- This office order No. 62-3-88/RCS/TS dated 6-10-1998.

In supersession of this office order of even number dated 6-10-1998 referred to above and all other earlier orders and in exercise of the powers vested in me under sub-section (1) of Section 78 of the Maharashtra Coop. Societies Act, 1960 as in force in the State of Goa, read with sub-rule (1) of Rule 61 of the Coop. Societies Rules, 1962 as framed thereunder, I, S. D. Desai, Registrar of Coop. Societies, Goa hereby appoint Shri Somnath Datta Zuarkar, Satyam, Shankarwadi, Taleigao-Goa as Administrator to manage the affairs of Sanjivani Sahakari Sakhar Karkhana Ltd., Dayanandnagar, Goa until further orders.

This order shall come into force with immediate effect.

S. D. Desai, Registrar of Coop. Societies.

Panaji, 10th December, 1998.

Order

No. 21-1-94-TS (SAVKSS)/RCS

- Read : 1. This office order No. 21-1-94/TS (SAVKSS) RCS dated 16-7-98 appointing a Committee of Administrators on the Shetkari Adarsh V.K.S.S. Society Ltd., Neura, Mandur.
2. This office order of even number dated 6th August, 1998.

In partial modification of this office order of even number dated 6-8-98 referred to above and in exercise of the powers vested in me in terms of sub-clause (ii) of clause (e) of sub-Section (1) of Section 77 (A) of the Maharashtra Coop. Societies Act, 1960 as in force in this State, I, S. D. Desai, Registrar of Coop. Societies, Goa hereby appoint Shri Shrikant P. Naik, Galshire, Kavle Ponda, Goa as the Chairman of the Committee of Administrators of the Shetkari Adarsh V.K.S.S. Society Ltd., Neura Mandur in place of Shri Tulshidas D. Parab, Chairman of Committee of Administrators.

This order shall come into force with immediate effect.

S. D. Desai, Registrar of Coop. Societies.

Panaji, 10th December, 1998.

Department of Irrigation

Order

No. 3/22-2/88-IRRG/1043

- Read :- 1) This office order No. 3/22-2/88-IRRG/343 dated 23-6-1997.
2) Letter No. 13/ENG/93-DMA (MAP) 1639 dated 26-10-98 from the Addl. Director of Municipal Administration, Panaji.

Approval of the Government is conveyed for extension of deputation of Shri M. V. Sakenawar, Assistant Engineer of this Department to the Mapusa Municipal Council, Mapusa for a period of six months, i.e. from 1-7-1998 to 31-12-1998 on same terms and conditions mentioned in the order at Sl. No. 1 above.

On expiry of deputation period, Shri Sakenawar, Assistant Engineer stands repatriated to Irrigation Department.

This is issued with the approval of the Government conveyed vide U. O. No. DC-5608-98 dated 10-12-1998.

By order and in the name of the Governor of Goa.

S. M. Nadkarni, Chief Engineer (Irrg) & Ex-officio Addl. Secretary.

Panaji, 23rd December, 1998.

Order

No. 3/25-5/87/IRRG/939

On the recommendation of the Goa Public Service Commission as conveyed vide letter No. COM/II/11/27 (1)/98 dated 27-10-1998, Government is pleased to order the promotion of Shri S. D. Sayanak, Superintending Engineer of Irrigation Department, Government of Goa, to the post of Addl. Chief Engineer (Irrigation) (Project) in the Irrigation Department at Panaji, on regular basis in the Pay Scale of Rs. 14300-400-18300, with immediate effect against existing vacancy.

By order and in the name of the Governor of Goa.

S. M. Nadkarni, Chief Engineer (Irrg) & Ex-officio Addl. Secretary.

Panaji, 25th November, 1998.

Order

No. 3/25-5/87-IRRG/941

Government is pleased to transfer in public interest and with immediate effect, the below mentioned Superintending Engineers/Superintending Surveyor of Works in the Irrigation Department against the places indicated against each of them:

Sl. No.	Name of the Officer and Designation	Present place of posting	New place of posting.
1	2	3	4
1.	Shri P. J. Bhobe Superintending Engineer	Circle II, I. D., Colvale.	Circle III, I. D., Gogal-Margao, vice Shri J. S. Khanuja.
2.	Shri J. S. Khanuja Superintending Engineer	Circle III, I. D. Gogal-Margao	Superintending Surveyor of Works, I. D. Colvale, vice Shri Gaitonde.
3.	Shri V. U. P. Gaitonde, Superintending Surveyor of Works.	Superintending Surveyor of Works, I. D., Colvale.	C. A. D. A., I. D., Gogal Margao, vice Shri S. D. Sayanak. promoted.

No T. A. /D. A. will be admissible to the Officer at Sl. No. 3 above, since his transfer is made on request.

By order and in the name of the Governor of Goa.

S. M. Nadkarni, Chief Engineer (Irrg) & Ex-officio Addl. Secretary.
Panaji, 25th November, 1998.

Department of Labour**Order**

No. 28/38/92-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 14th December, 1992.

**IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI**

(Before Shri M. A. Dhavale, Hon'ble presiding Officer)

Ref. No. IT/61/92

Shri Reginaldo Lobo
V/s

M/s Hotel Nova Goa Panaji

— Workman/Party I

— Employer/Party II

Workman represented by Shri Wilfred Coutinho.

Employer represented by Shri A. M. Karnik.

JUDGEMENT

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, Government of Goa by its order No. 28/38/92-LAB dated 1-10-1992 has referred the following issues for adjudication by this Tribunal.

1. "Whether the action of the management of M/s Hotel Nova Goa, Panaji, in terminating the services of Shri Reginaldo Lobo, Waiter, with effect from 24-11-91 is legal and justified?"

2. If not, to what relief the workman is entitled?"

(2) On receipt of this reference a case at No. IT/61/92 was registered and notices were served upon both the parties in response to which they appeared before this Tribunal on 16-11-92. Thereafter, the matter was posted for claim statement on 27-11-92.

(3) However, on this date, the learned representatives for both the parties appeared before the Tribunal and submitted that the parties have amicably settled their dispute which has been duly recorded at Exb. 4. The learned representatives for both the parties have prayed (vide Exb-5) that in view of the settlement, a consent Award be passed. The Parties have also filed one receipt (Exb. 6) showing that party I- Workman has received his dues as stated in this settlement. I have gone through the terms of the settlement and have found that they are certainly in the interest of the workman and hence, I accept the prayer made on behalf of both the parties and pass the following Consent Award.

CONSENT AWARD

1. It is agreed between party No. 1 and party No. 2 that the party No. 2 shall pay to party No. 1 a sum of Rs. 11886.70 (Rupees eleven thousand eight hundred eighty six and paise seventy only) towards full and final settlement which comprises of retrenchment compensation, gratuity, notice pay, earned wages/leave salary, balance salary and ex-gratia payment.

2. The said payment shall be made to party No. 1 by Demand Draft on or before 26-11-1992.

3. The party No. 2 agrees to issue to the party no. 1 a Bonafide, Service Certificate as per specimen attached hereto to the agreement.

4. In view of the aforesaid clauses of the agreement the party No. 1 hereby agrees to withdraw his dispute with the party No. 2 pertaining to termination of services pending before the Industrial Tribunal bearing Reference No. IT/61/92 and further agrees that in view of the aforesaid, settlement the said dispute is conclusively settled and further state that he has no claim of whatsoever nature including monetary claim and/or claim for reinstatement or re-employment against Hotel Nova Goa.

5. No order as to cost

6. Government be informed.

Panaji, dated, 27-11-1992.

Sd/-

M. A. DHAVALA
Presiding Officer
Industrial Tribunal

Order

No. 28/42/89-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 21st October, 1992.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/63/89

Shri Felix X. Ferreira — Workman/Party I
V/s
M/s Madgaum Urban Coop. — Employer/Party II
Bank Limited.

Workman represented by Shri Subhas Naik.
Employer represented by Adv. P. J. Kamat.

Panaji, Dated: 17-10-1992.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Government of Goa, by its order No. 28/42/89-LAB dated 28th August, 1989 has referred the following issue for adjudication by this Tribunal:

"Whether the action of the management of M/s Madgaum Urban Co-operative Bank Limited, Margao, in terminating the services of Shri Felix X. Ferreira, Clerk, with effect from 3-6-1988 is legal and justified.

If not, to what relief the workman is entitled?"

2. On receipt of this reference a case at No.IT/63/89 was registered and notices were served upon both the parties in response to which they appeared and submitted their pleadings.

3. Party I Shri Felix X. Ferreira (hereinafter called as the 'workman') has filed his statement of claim (Exb. 2) wherein he has averred thus:

Party II M/s Madgaum Urban Co-operative Bank Limited, (hereinafter called as the 'Employer-Bank') is a Cooperative Bank having several Branches all over Goa State. Shri F. X. Ferreira was serving as a Clerk with Party II in its Margao Branch since 11-10-1986. He was issued a letter of appointment and he continued till the date of his termination. However, for a short period in the month of August, 1987 he worked at Sanguem Branch. After Jan., 1988 till the date of termination he served at the Court Branch, Margao. When the workman joined as a Clerk in October, 1986 there were large number of permanent vacancies existing in the Bank's Branches. To fill these vacancies F. X. Ferreira and 12 others were appointed as clerks. However, all of them were given fresh appointment (temporary) letters every month although they had worked continuously with a break of 1, 2 or 3 days every month. In the month of April or May, 1988 there were elections and Board of Directors were changed. Hence, the services of the present workman were summarily terminated w.e.f. 3-6-1988 by the new Board of Directors. The workman had put in more than 240 days of service in a year, immediately preceding the date of termination. He was not paid the retrenchment compensation as required u/s 25F of the I.D. Act. It has been averred that at the time of workman's termination the Bank had retained in service some workmen who were Juniors to the present workman as they had joined afterwards. No Seniority list was prepared before termination and the principle of "Last Come First Go" which is required to be observed u/s 25G of the Industrial Disputes Act was

not even followed. It has been also averred that after the services of Shri Ferreira was terminated the Bank recruited new incumbents as Clerks. That time also no opportunity was given to Shri Ferreira as required u/s 25 (H) of the I. D. Act. It has been alleged that Shri Ferreira used to receive several appointment letters every month. However, issue of such temporary appointment letters when a permanent vacancy exists is an Unfair Labour Practice as per the provisions contained in the I. D. Act. Earlier, a similar case of four workmen of Party II Bank who were issued temporary appointment letters and whose services were also terminated had come up for hearing before this Tribunal in one IT case. This Tribunal had passed an award directing the Management to regularise their services. On the basis of such award, which is similar to the present case, the workman prays that he is entitled for reinstatement in the Bank. For the month of August, 1989, the services of 12 workmen who were employed as Clerks on temporary basis like the present workman were regularised by the Bank. When the workman came to know about it, he approached the Bank's Officers and requested them for reinstatement. That time the Banks took up a plea that since his dispute is pending in the Tribunal, he should await the decision of this Tribunal before pressing his demand. After his services were terminated, the workman addressed a letter dated 23-3-89 to the Bank demanding reinstatement into service with full back wages and continuity of service w.e.f. 3-6-88. As the Bank did not respond to his request he raised a dispute before the Dy. Labour Commissioner, Margao. However, the conciliation proceedings ended in failure and hence the Government was pleased to refer this dispute to this Tribunal and hence this reference.

4. Party II-Employer-Bank by its written statement at Exb.3 resisted the workman's claim contending inter alia as follows:

Shri Felix Ferreira was employed as a Clerk on purely temporary basis for specific periods as stipulated in various letters issued to him from to time. Thus, the services of the workman came to an end by efflux of time. It has been contended that when the Bank was in need of extra hands in various Branches, it used to call for work some persons temporarily for a specified period. The workman was employed w.e.f. 13-10-86 for a specific period up to 11-11-86. As the Bank needed his services for a further period, he was issued another letter under which he was to work for a further period commencing from 12-11-86 to 11-12-86. Since the Bank required additional hands for further period, the workman was again further employed for a specific period stated in the said letters. It is the contention of the Bank that services of the workman were not continued after his first employment but every time the workman was appointed by a specific letter with a condition that his services stands terminated by efflux of time on the date mentioned therein. The workman accepted the said condition every time he was employed and this appointment continued upto 14-8-87. As there was no work in Margao Branch, his services were automatically terminated w.e.f. 14-8-87. Thereafter, the Bank felt the need of a temporary hand at their Sanguem Branch and as such the present workman was offered a temporary appointment for a specific period from 20-8-87 to 18-9-87. The workman accepted the offer and joined Sanguem Branch. His services came to an end on 18-9-87. Thereafter, the workman was again employed on temporary basis from 21-9-87 to 20-10-87. After that period expired, he was again employed from 23-10-87 to 20-11-87. As there was no work the workman's services came to an end by 21-11-87. However, thereafter as there was need, the Bank again employed him from 11-1-88 to 9-2-88 at their Court Branch at Margao. Thereafter, he was again employed from time to time as stated in para.6 of the written statement. The last letter issued to the workman was No. 17/3815/87-88/HEAD OFFICE dated 2-5-1988 wherein it was specifically mentioned that the appointment was purely temporary and on 2nd of June, 1988 will be his last working day on which date his services shall automatically stand terminated. Thus, it has been contended that at all times referred to above, the workman was appointed purely on temporary basis and the period of services stated in the said appoint-

ment letters came to an end by the efflux of time. It is denied that the services of the present workman were terminated w.e.f. 3-6-88 by the new Board of Directors as alleged by him. It is denied that Shri Ferreira had put in more than 240 days of continuous service within one year immediately preceding the date of termination. Hence, it has been contended that he is not entitled to any relief whatsoever. Since his service was purely of temporary nature there was no necessity for the Bank to prepare and display the seniority list. On these contentions, it has been prayed that the workman's claim is liable to be dismissed with costs.

5. Thereafter Party I- workman again filed a Rejoinder Exb. 4, wherein he controverted the material contentions of the Bank and reiterated his claim made in the statement of claim.

6. On these pleadings, my learned predecessor framed the following issues at Exb. 5:

1. Whether the system of the Bank in employing Party I/Workman between 13-10-86 to 21-11-87 by giving intermittent breaks as explained in paras. 4 and 5 of the written statement is just and according to law?

2. Whether the management while following the system of appointing temporarily as above but in continuing others in services violated the principles u/s 25(G) and 25 (H) of the Industrial Disputes Act?

3. Whether the action of the management in terminating the services of Party I, w.e.f. 3-6-88 is just and proper in the circumstances of the case?

4. If not, what reliefs, if any, is the workman Party I entitled to?

7. My findings on the above issues are as follows for the reasons stated below:

1. In the affirmative.
2. In the negative.
3. In the affirmative.
4. Party I is not entitled to any relief whatsoever.

REASONS

8. The rival contentions of the parties to this dispute have been stated in the opening paragraphs of this judgement, which need no further repetition. Now, the entire burden of proving its case, which is in substance to the effect that the order of terminating his services w.e.f. 3-6-88 is illegal and improper, was obviously upon Party I-Workman. He ought to have led cogent or convincing evidence in proof of his claim. However, very significantly the workman did not even choose to step into the witness box to depose in support of his case. He has also not led any other evidence in support of his claim. In view of the state of affairs it has been rightly pointed out by Shri P. J. Kamat for Party II-Bank that an adverse inference should be drawn against Party I-Workman. If at all he had a genuine desire to contest this case, he would not have remained absent throughout the proceedings, barring the first few dates. It has been pointed out by Shri P. J. Kamat that the workman seems to be present only when he filed his statement of claim on 8-11-89. Thereafter, he seems to have personally not been present throughout the proceedings but he was represented by Shri Subhas Naik. It has been also pointed out by Shri P. J. Kamat that even the Rejoinder filed in this case is not signed by the workman and instead it has been signed but not even verified by his Advocate Subhas Naik. Thus, relying on this set of facts, it has been urged by Shri P. J. Kamat that the workman Shri Ferreira has left India and has secured a job abroad. Since he has been

gainfully employed abroad he does not seem to have any interest in proceeding with this case and that seems to be a real reason for him in not stepping into the witness box in support of his claim. Thus, it has been rightly pointed out by Shri P. J. Kamat that on this ground alone, the workman's claim deserves to be dismissed.

9. Apart from that there is also one more circumstance to lend assurance to the conclusion that the workman after his termination was not at all interested in seeking redress against the order of termination. This fact is evident by his inaction in not raising a dispute before the Employer-Bank for a considerable period. The order of termination had the effect from 3-6-88. If at all the workman was really agrieved by the said order, then he could have certainly raised a dispute before the Employer-Bank, much earlier than 23rd March, 1989. On that day he seems to have sent an application addressed to the chairman of the Bank demanding reinstatement and other incidental reliefs. Thus, for over 9 months he kept silence which fact is indicative of the only inference that he was not interested in getting reinstatement with Party II-Bank.

10. Now, apart from that, on facts also, I must say that the workman has a very little case. It is a common ground as disclosed from the statement of C.F.R. Alemao, Manager of the Bank that the present workman like some others, was appointed on temporary basis for a fixed period so as to deal with the extra work in the Bank. In other words, on account of exigencies of work, the Bank used to employ temporary Clerks and after the work was over, they used to be discharged. However, although the present workman was employed more than once from 1986 to 1988, still at every time his appointment was of a temporary nature for a fixed period noted in each and every order of appointment. I, will therefore, reproduce the periods during which he was temporarily employed by the Bank as can be seen from the office copies of the letters of appointments which have been collectively produced from Exb. 7 to Exb. 9.

	Date of Appointment	Period	
		From	To
	1	2	3
1.	11-10-1986	13-10-1986	11-11-1986
2.	12-11-1986	12-11-1986	11-12-1986
3.	13-12-1986	15-12-1986	13-1-1987
4.	15-1-1987	16-1-1987	28-2-1987
5.	2-3-1987	2-3-1987	31-3-1987
6.	1-4-1987	2-4-1987	30-4-1987
7.	30-4-1987	1-5-1987	12-5-1987
8.	13-5-1987	14-5-1987	12-6-1987
9.	13-6-1987	15-6-1987	14-7-1987
10.	15-7-1987	16-7-1987	14-8-1987
11.	19-8-1987	20-8-1987	18-9-1987
12.	19-9-1987	21-9-1987	20-10-1987
13.	23-10-1987	23-10-1987	21-11-1987
14.	9-1-1988	11-1-1988	9-2-1988
15.	15-2-1988	15-2-1988	15-3-1988
16.	19-3-1988	21-3-1988	19-4-1988
17.	2-5-1988	4-5-1988	2-6-1988

11. Thus, on reading the aforesaid letters of appointments it is unmistakably clear that the present workman was employed temporarily from time to time. This essential condition of the nature of his employment seems to have been clearly admitted by the workman. The last letter dated 2nd May, 1988 under which he was employed from 4th May 1988 till, 2-6-1988 bears a clear endorsement made by workman in the following words, "I accept the above terms and conditions"

Sd/-
Shri F. X. Ferreira.

12. Thus, considering this state of affairs, it has been rightly pointed by Shri P. J. Kamat that this is not a case where the services of a workman were illegally terminated by the employer. In other words, he has urged that this is not a case of retrenchment as envisaged in the Industrial Disputes Act. He has made a pointed reference to the provision contained in Sec. 2 sub. clause (oo) (bb) which lays down thus:

"Retrenchment does not include-

- (a) xxx xxx
- (b) xxx xxx

(bb) - termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained herein."

13. Now, after quoting the aforesaid provision laid down in clause (oo) (bb) of section 2 of the Industrial Disputes Act, Shri Kamat has relied upon some rulings to support his contention that this is not a case of retrenchment. The first ruling relied upon by Shri Kamat is one reported in 1989 II C.L.R. 447 (Delip Hanumantrao Shirke & Ors. v/s Zilla Parishad, Yavatmal & Ors). In that case the point for determination by the High Court was - Whether termination of services of the petitioners on expiry of 11 months period for which they were appointed amounts to retrenchment u/s 2(oo) (bb) of the I.D. Act. On considering the facts and circumstances in the reported case, His Lordship held:

"Sub-clause (bb) of clause (oo) of S. 2 of I. D. Act takes out a class of employment from the definition of 'retrenchment' and that class is where the termination of service is on account of non-renewal of a service contract or where the contractual employment comes to an end on the basis of stipulation contained therein. The exception as contained in sub-clause (bb) will have to be strictly construed as it takes away certain rights of workmen which such workmen have been enjoying earlier to the amendment."

14. A similar view has also been taken by the High Court of Rajasthan in the case of Ashok Kumar Sharma v/s State of Rajasthan & Ors. reported in 1992 I CLR 564. In that case, it has been held thus:

"When appointment is made on temporary post of fixed term, there is no question of giving one month's notice or pay in lieu of notice. The temporary appointment comes to an end by efflux of the term of the temporary post. The provisions of the Industrial Disputes Act, 1947 do not have application to temporary posts sanctioned in connection with famine relief works.

Calcutta High Court has also taken a similar view in the case of Tapan Kumar Jana v/s The General Manager, Calcutta Telephones and Ors reported in 1980, LAB I. C. 508. Head Note 'C' runs thus:

"Where a workman was engaged on casual basis without a written service contract or letter of appointment, for doing a particular urgent work, his service automatically came to an end when the work was over and there was no retrenchment when his services terminated and, consequently, there was no question of following the procedure relating to retrenchment. In such a case, merely because the workman was required repeatedly for doing the urgent work and, thus had to work for, considerable time the termination of service would not amount to retrenchment."

15. Thus, respectfully following the law stated in the above referred rulings, I will have to consider whether the termination of the workman's services by the Bank amounts to retrenchment.

16. Now, I have already quoted as many as 17 orders under which the Bank employed the present workman from time to time with breaks. However, every contract of service was an independent contract and this method of appointing temporary clerks was required in the exigencies of time. It is a common ground that the Banks require the assistance of additional hands for calculating quarterly or half yearly interests and also for the sake of making recoveries of loans advanced to the customers. For that purpose it seems that the temporary clerks are employed from time to time only for a period of one month. If work remains to be done, then successive appointment letters are issued to such temporary clerks. At the cost of repetition, I would say that in every such order (vide Exb. 7, 8 and 9), there is a clear stipulation that the workman was employed as a temporary Clerk from a particular date and that his services would come to an end by the next month. After a lapse of certain time the workman was again employed on the same terms and conditions. The present workman also accepted such temporary appointments from time to time after having accepted the terms and conditions stated in the Order (Vide the workman's endorsement appearing on the last letter dated 2-5-1988). Thus, on this established state of affairs it will have to be concluded that the service contracts made with the present workman came to an end on the dates stipulated in the order. The last such order at Exb. 9 is dated 2nd May, 1988 under which, it was stated that his service shall automatically stand terminated w.e.f. 2-6-1988. I, therefore, hold that there is no substance in the workman's contention that his services were illegally terminated by the Bank. As such, there was no necessity for the Bank to give him one month's notice or pay in lieu thereof.

17. Now, it has been urged by Shri Subhas Naik that although for a moment it can be concluded that the present workman was appointed on temporary basis, still in as much as he had worked for 240 days in a year preceding the date of termination, he should have been considered as a person in continuous service, as laid down in S. 25 (B) of the I. D. Act. It has been rightly pointed out by Shri P. J. Kamat for the Bank, that although for a moment it can be assumed that the total period of appointment was 240 days in a year, still since the workman was on temporary basis, he was not paid his wages on holidays. During the last 8 months, there must have been more than 32 to 35 holidays including Sundays, which, days were not calculated for the actual work. The word, "Actually worked", includes paid holidays but not unpaid holidays (vide workmen v/s American Express International Banking Corpn. (1985) 4 SCC 201. Thus, after deducting the unpaid holidays during one year preceding the date of termination of the present workman, it follows that he cannot be said to have actually worked for 240 days or more. I, therefore, reject the submission made by Shri Subhas Naik in this behalf.

18. In his claim statement a vague reference has also been made by the workman that one IT case was filed in this Tribunal by four retrenched workmen which ended in their favour (Vide para. 10 of claim statement). However, a copy of the award passed in the said case has not been produced in support of the workman's claim in this behalf. In the other hand it has been urged by Shri Kamat that in that case a consent award was passed and the case was not decided on merits. It may be true. Thus, the decision in that case is of no assistance to the present workman to press his claim.

19. It has been also urged by Shri Subhas Naik that some workmen who were junior to his client were appointed on permanent basis. However, no evidence in this behalf has been led by the workman. On the other hand, in his written argument Shri Kamat in para. 5 has given the names of the other four workmen and their dates of appointments. They clearly show that the present workman was the juniormost or the last person who was appointed for the first time on 13-10-86. In view of the matter, it cannot be said that the Bank erred in not retrenching the junior most workman. Besides, the evidence on record discloses that for obtaining a permanent assignment, a Clerk has to

appear in one written examination. If he gets through, then alone, he is considered for permanent post. In the present case, Alemao, the Manager of the Bank in his evidence at Exb. 6 has clearly stated that Party I-Workman had appeared for the written test but he was not successful. Hence, his claim was not considered by the Bank.

20. Thus, after having considered the evidence led by Party II-Bank in the light of the submissions made by the learned Advocates for both the sides, I have come to an irresistible conclusion that the procedure followed by the Bank in appointing Party I-Workman by giving intermittent breaks is perfectly legal and proper and hence I answer issue No. 1 in the affirmative. I further hold that the Management did not violate the principles of S. 25 (G) and S. 25(H) of the Industrial Disputes Act and answer issue No. 2 in the negative. I further hold, that there was no retrenchment of the present workman and hence he is not entitled to any relief whatsoever. I, therefore, answer issue Nos. 3 and 4 accordingly and pass the following order:

ORDER

It is hereby ordered that Party I-Shri Felix X. Ferreira, is not entitled to any relief whatsoever as he was not retrenched by Party II-Bank and hence this reference is hereby dismissed with no order as to costs.

Government be informed accordingly.

Sd/-
(M. A. DHAVALE)
Presiding Officer
Industrial Tribunal

order

No. 28/40/90-LAB

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 14th December, 1992.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI.

(Before Shri M. A. Dhavale, Hon'ble Presiding Officer)

Ref. No. IT/44/90

Workmen
v/s

M/s The Goa Urban Co-op.
Bank Ltd.,

— Party I/Workmen

— Party II/Employer

Workmen represented by Shri Subhas Naik.
Employer represented by F. Rebello.

Panaji, dated: 20-11-1992

A W A R D

In exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Govern-

ment of Goa, by its Order No. 28/40/90-LAB dated 28th Sept., 1990 has referred the following issue for adjudication by this Tribunal.

"Whether the action of the management of Goa Urban Co-operative Bank Limited, Panaji, in not filling up 3 out of the 20 posts of Junior Officers declared vacant in the year 1987 and in recruiting external candidates for the said 3 posts by granting additional increments, is legal and justified ?

If not, to what relief the workmen are entitled ?"

2. On receipt of this reference a case at No. IT/44/90 was registered and notices were served upon both the parties who appeared and submitted their pleadings.

3. Party I-Workmen (hereinafter called as the 'Workman') have filed a statement of claim (Exb. 6) wherein it has been averred thus :

Party II-The Goa Urban Co-op. Bank Ltd. (hereinafter called as the 'Employer-Bank'), is a Co-operative Bank having 15 Branches spread all over the State of Goa. Its Head office is situated at Panaji, Goa. The Bank is functioning since 1963 and there are about 400 employees serving in the Bank. There are various categories engaged in the Bank for rendering services and they include (1) The General Manager/Chief Executive/Secretary, (2) The Chief officer/officers, (3) The Assistant officers, (4) Junior Officers, (5) Clerks, (6) Sub-staff/Peons/Drivers and (7) Watchman. All the employees of the Bank are the members of the Goa Urban Co-operative Bank Employees Union. From time to time, the grievances of the employees were mutually discussed with the management and resolved. In pursuance of the amicable discussions 5 settlements have been so far made by the Employer-Bank with the Union. It has been averred that there is a practice of giving internal promotions to the employees to rise from one post to another. Thus, the Clerk have the opportunity to become Jr. Officers through internal promotions, while the Jr. Officers can avail of an opportunity of becoming Asstt. Officers and from Asstt. Officers to Officers. The Officers can also rise to the post of General Manager. Around 1986, the Bank reviewed the existing recruitment rules and promotion policy in consultation with the Union. The copy of the said recruitment rules and promotion policy is enclosed herewith in the file and marked at Annexure 'A'. As per the said promotion Policy, all eligible clerical staff would get promotion to the post of Jr. Officers through a written test and oral interview. 75% vacancies are to be filled in by internal promotions while 25% of the promotions are to be filled by direct recruitments i.e. from outsiders. The requirements for direct recruitment are that the candidate should be below 30 years of age. He should be a Commerce graduate with 45% marks or a Science or Arts Graduate securing 50% marks. Besides, he should have 5 years experience in any Bank, may be Co-operative, Commercial or Nationalised. He should also have the knowledge of Kokani and English. In the year 1987, the Bank announced 20 vacancies for the post of Jr. Officers. As per the above referred rules out of 20 posts advertised, 15 posts were to be reserved for internal promotions; while 5 posts were available for direct recruits. Accordingly, on 17th of June, 1987 the Bank issued a Circular to all its Branches announcing the date of written test which was fixed on 26th July, 1987. Annexure 'B' is the copy of the said circular. In pursuance of that Circular, about 100 clerks working in various Branches and Head Office applied for the post of Jr. Officers and also appeared for the written test. Pursuant to the Advertisement in the local daily news paper (vide annexure 'C') only 5 candidates appeared for the written test. As the number of external candidates was only 5 the Bank decided to reduce the vacancies for external candidates from 5 to 3, and increased the vacancies reserved for internal promotions from 15 to 17. As such, out of 20 vacancies 17 were reserved for internal candidates while 3 for external candidates. On 29 July, 1987 the Bank announced the result of the written test. In respect of the internal

candidates, the Bank declared that only 23 candidates had passed the written test. In respect of external candidates, only 2 candidates had passed. The list of successful candidates is an Annexure 'D'. Thereafter on 28th July, 1987 the Bank conducted oral interviews of all the 23 internal candidates and external candidates. Consequently, on 29th July, 1987, the Bank filled in the posts by selecting 17 internal candidates, and 2 external candidates. One post was kept vacant. Accordingly, the promotion letters were issued to the internal candidates mentioned at Sr. No. 1 to 17 in Annexure 'D'. Hence, the selected candidates were posted as Jr. Officers in various Branches. The Bank also issued appointment letters to the two external candidates informing them that they have been selected for the post of Jr. Officers in the scale of Rs. 800 to 2775. As these external candidates were working in the Bank of Maharashtra as Clerks at Margao, Goa, they did not report for duty in the Bank. They informed the Bank that they were not willing to join unless the Bank gave them higher pay scales. Accordingly, the Bank offered to them higher pay scales as demanded by them in violation of the Promotion Policy. Aggrieved by this decision of the Bank, the Union made a complaint alleging that giving higher pay scales to external candidates is in violation of the Promotion Policy. The Bank did not redress the complaint made by the Union and hence the Union filed a Civil case in the Court of Civil Judge Junior Division at Panaji, Goa, and also obtained a temporary injunction against the bank. However, the said Civil case was withdrawn by the Union on the advice that the dispute could be raised as per the provisions of I. D. Act before the Tribunal. Union thereafter raised an industrial dispute with the Labour Commissioner which ended in failure and hence the Government was pleased to make this reference. Now, it is the say of the Union that the two external candidates did not join till this date. The other 3 vacancies kept vacant in the year 1987 are also not filled in, and thus these 5 vacancies are still in existence. Besides, some more vacancies are also there in the Bank. However, the Bank has not conducted any further written test after 1987 although several posts are lying vacant. It is the claim of the Union that the 3 vacancies of 1987 for the post of Jr. Officers have not been so far filled in, from the internal candidates. Besides no external candidates are willing to join the post. There was an understanding between the management and the Union that in the event if the reserved post for external candidates are not filled in, the same should be filled from internal candidates. However, the remaining 3 vacancies available to the external candidates have been kept vacant till today. It appears that the bank has made a prestige issue because the Union objected to the Bank's recruitment policy for external candidates by giving them higher pay scales in violation of the Promotion Policy. Thus, it has been alleged that the Bank's action in this behalf is clearly illegal and unjust, and hence this Tribunal should give a direction to the Bank to fill the vacant posts by promoting the internal candidates at Sr. No. 18 to 23 in the annexure 'D'. It is also claimed that the management's action in giving higher pay scales to external candidates should be held as illegal and unjust. It has been also prayed that a direction be given to the Bank for keeping the other candidates on the waiting list and promoting them according to the vacancies available.

3. Party II- Bank by its written statement at Exb. 7 resisted the Union's claim contending inter alia as follows:

The Union has raised an industrial dispute protesting against the decision of the Bank in recruiting external candidates and offering them appointments on higher pay scales. However, the external candidates did not join and hence the very basis on which the alleged industrial dispute is based, no more exists and hence there was no dispute as such when the Government made the present reference. Hence, the present reference is not maintainable. The averments made in para. 1 to 5 of the claim statement are substantially correct. It is true that there were several settlements between the parties in the past. The contents of para. 7 to 11 of the claim statement are also substantially correct. It is true that under the recruitment and Promotion Policy

75% of vacancies were available to the employees of the Bank i. e. by way of internal promotion while 25% were reserved for outsiders. It is true that in the written test, 25 candidates from the Bank and two outsider candidates were found to be eligible for oral interview. The oral interview was conducted by a highly independent and respected body. In the interview 17 promotees and two direct recruits were found to be suitable for appointment of Jr. Officers. Thus, although only 15 vacancies were available for internal promotion still the Bank appointed/promoted 17 persons as Jr. Officers. Two direct recruits were also offered appointment as Jr. Officers. However, they declined to accept the assignments. Since no more candidates were found to be fit for promotion/appointment either as promotees or direct recruits one post had to be kept vacant. It is denied that 2 external candidates were offered higher pay scales. They were offered the pay scales as set out in the promotion policy. However, with a view of obtaining fresh talent certain additional increments were offered to the new recruits after considering the emoluments which they were getting in their previous posts. Such an offer is purely a managerial function, not affecting any rights of any individual or party No. 1. Thus, there was nothing illegal in offering higher pay scales to more efficient persons. Besides, the offer of additional increment was also made on the basis of qualification, experience and the ability of the direct recruits. However, since the direct recruits did not join there is absolutely no cause for the Union to make any grievance in this behalf and hence the question of adjudication on this issue no more survives. It is denied that the Bank violated any of the clauses of Promotion Policy. It is true that there was an understanding between the Bank and the Union that if there are no sufficient candidates for external promotions the vacancies available for external promotions would be filled in by internal promotions. Pursuant to this understanding, instead of 15 vacancies available for internal promotions, the Bank selected 17 from its employees. Out of 23 successful candidates in the written test only 17 were found fit for promotion. Thus, the six candidates dropped in the interview were not fit for promotions. In view of the state of affairs, it has been contended that the Union should have absolutely no grievance to make against the Bank's promotion policy, and hence the claim made by the Union deserves to be rejected.

4. Thereafter Party I-Workmen filed a rejoinder (Exb.8) wherein they controverted the Bank's contention and reiterated its claim made in the statement of claim.

5. On these pleadings, the following issues were framed at Exb. 9.

1. Does Party No. II-Bank prove that the reference is not maintainable in law since no industrial dispute exists between the parties?

2. If not, does Party No. II prove that the action of the Management of Goa Urban Coop. Bank Ltd., in not filling up 3 out of 20 posts of junior officers declared vacant since 1987 is not legal and justified?

3. Whether Party No. I is entitled to any relief?

4. What award or order?

6. My findings on the above issues are as follows, for the reasons stated below:

1. Reference is maintainable in respect of the first part of the reference.

The second part of the reference does not survive for consideration.

2. In the negative.

3. Party I is not entitled to an relief.

4. As per final order below.

REASONS

7. The respective contentions of the parties to this dispute have been stated in-extenso in the opening paras of this judgement which need no further repetition. Now, in so far as the factual aspect of this case was not in dispute; the learned Advocates for both the sides rightly chose not to lead any oral evidence. Instead, they have advanced their arguments on the basis of the documents produced in this case. Now, the admitted facts which afford a background for this dispute need be stated in the beginning.

8. Party I-Workmen are the members of the staff of Party II-Employer-Bank which has got 15 branches spread all over Goa. Its head Office is situated at Panaji, Goa. The Bank is functioning since 1963 and at present there are about 400 employees. Party I-Workmen are the members of Goa Urban Co-operative Bank Employees Union. In the past the grievances or the demands made by the Union used to be amicably settled by the Employer-Bank. However, the present dispute arose on account of the Bank's action in not filling 3 out of 20 posts of Jr. Officers. Now, it is a common ground that the bank has framed certain rules known as Recruitment/Promotion Policy (Vide Annexure 'A'). It is a common ground that in the year 1987, the Bank announced 20 vacancies for the post of Jr. officers. As per the promotion policy, the Bank had to promote and fill 75% of vacancies from clerical staff serving in the Bank while 25% of the posts were to be filled in the through external promotions i. e. by calling applications from outside candidates. Now, in the year 1987, since 20 posts of Jr. Officers were vacant the applications were called from the existing staff eligible for promotions and also from the outsiders by issuing a public advertisement. Consequently, 100 members of the staff appeared for the written test, which consisted of 2 papers. Out of them 23 were declared successful in the written test. From outsiders only 5 applications were received and in the written test only 3 got through. Hence, in view of the provisions contained in sub-clause 9 of Annexure 'A' - Recruitment/Promotion Policy, the Bank transferred two vacancies and made them available for internal promotions i. e. for the existing staff. Thus, 17 candidates were selected after interview while 2 candidates from outside cadre were declared successful who were given the orders of promotion. However, they dictated terms by contending that they should be given higher scales in view of the experience which they had in the Banks in which they were serving. The Bank also acceded to their request but eventually, none of them joined the Bank. Now, the main grievance of the Union seems to be that, in as much as 20 vacancies were available in the year 1987, the Bank promoted only 17 clerks and as such the remaining 3 vacancies should be made available to the clerical staff who have been declared successful in the written test, and whose names appeared in Annexure 'D'. I will therefore proceed to consider how far the Union's claim is sustainable.

9. However, before doing that, I will have to address myself to the 1st objection taken on behalf of the Bank in its written statement. It has been urged by way of preliminary objection that in as much as the outsiders or the external candidates did not join the services of the Bank, the 2nd part of the reference does not survive for consideration. This position urged by the learned Advocate for the Bank has also been accepted by Shri Subhas Naik for the Union. Now, in so far as the external candidates did not join even on higher pay, the Union should have no grievance to make against them and hence the 2nd part of the reference does not survive for consideration. Instead the first part does survive for adjudication and hence I have answered the same accordingly.

10. That takes me to consider the main dispute between the parties. Now, it is no doubt true that sub-clause 9 in the Recruitment/Promotion Policy lays down thus:

"If the requisite number of candidates are not available either from the category of promotion or from direct recruitment, the deficit may be made up from the other category."

Now, the Union has placed considerable reliance on the aforesaid provision for urging that when the outsiders or external candidates were not eventually appointed, the remaining 3 vacancies should be made available to the clerks who were declared successful in the written test. Now, it has been also urged by Shri Subhas Naik that since there was an understanding in view of the above referred provisions of clause 9, there should have been no difficulty for the bank to transfer the remaining 3 vacancies to the existing members of the staff who were declared successful in the written test. However, it is impossible to uphold this argument for the simple reason that in view of an undertaking and also in view of the provisions contained in clause 9 to Annexure 'A', the Bank had transferred two out of 5 vacancies for internal promotions. It may be recalled that when 20 posts were advertised, 5 were to be filled in from outsiders while 15 only were available for internal promotions. However, when the Bank found that there was a poor response from the outsiders in as much as only 5 candidates appeared for written test it transferred two out of five vacancies for internal promotion and made them 17 instead of 15. Thus, the Bank followed the provisions contained in clause 9 of Annexure 'A' substantially and as such the Union should have no grievance against the Bank's action.

11. Secondly, although 5 outsiders appeared for the written test, still only 3 were found successful in the written test and in the interview one of them was dropped with the result only 2 vacancies were offered to the out-siders i.e. external candidates. In Annexure 'A' sub-clause 5 & 6 relates to the manner in which the written and oral test should be taken and Rule 8 lays down that a merit list will be prepared on the basis of the total marks in the written test as well as the interview. Now, it is also a common ground that an interview was taken by a very highly qualified Body against whom there is no grievance. Union has also not raised any grievance in respect of the written test held by the Bank. Thus, after interview only 17 candidates from the existing staff were found to be eligible for promotion and accordingly they were promoted. The remaining 6 candidates (Vide Annexure 'D') were found to have passed the written test. However, it will have to be borne in mind that they did not fair well in the oral interview with the result that they were not declared successful and eligible for promotion. In other words except 17 persons, the remaining 6 clerks were found not suitable and hence not eligible for internal promotion. This being the state of affairs, it is really unconvincing to know as to how the Union claims that since only 17 vacancies are filled in 3 more clerks at Sr. No. 1, 19 and 20 in Annexure 'D' should be promoted to the post of Jr. Officers. At the cost of repetition, I would say that the clerks at Sr. No. 18, 19 and 20 did not pass the oral test and hence they cannot lay any claim for promotion although 3 posts are still lying vacant. In view of the matter, it cannot be said that Bank's action in not filling up the 3 out of 20 posts of Jr. Officers is in anyway illegal or unjustified. In view of the matter, it further follows that the workmen are not entitled to any relief whatsoever and their claim deserves to be dismissed with no order as to costs. I, therefore answers the issues accordingly and pass the following orders:

ORDER

It is hereby declared that the action of the management of Goa Urban Co-operative Bank Ltd., Panaji, Goa, in not filling up 3 out of 20 posts of Jr. Officers declared vacant, in the year 1987, is perfectly legal and justified and hence Party-I workmen are not entitled to any relief whatsoever.

No order as to costs.

Government be informed of this order.

Sd/-

(M. A. DHAVALE)
Presiding Officer
Industrial Tribunal

Department of Personnel

Order

No. 5/17/97-PER

The services of Shri R. B. Sanvordekar, Junior Scale Officer of Goa Civil Service presently functioning as Deputy Controller of Home Guards and Civil Defence, Panaji, are placed at the disposal of the office of the Minister for Transport, with immediate effect.

Shri Sanvordekar shall draw his pay and allowances against the vacant post of Under Secretary (Civil Supplies, Industries) till he is appointed as Private Secretary/Officer on Special Duty, in the Office of the Minister for Transport.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 12th January, 1999.

Order

No. 4/7/94-PER

Government is pleased to repatriate Dr. (Capt.) H. K. Malviya, Managing Director, Goa Meat Complex to his original post of Deputy Director of Animal Husbandry & Veterinary Services in the Directorate of Animal Husbandry & Veterinary Services, Panaji, with immediate effect, by curtailing his deputation period.

Dr. V. J. Thomas, Director of Animal Husbandry & Veterinary Services shall hold the charge of the post of Managing Director, Goa Meat Complex, in addition to his own duties until further orders.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 14th January, 1999.

Order

No. 3/33/93-PER (Part)

Read: (1) Order No. 3/33/93-PER (Part) dated 27th February, 1997 of Department of Personnel, Government of Goa.

(2) Order No. 3/33/93-PER dated 14th July, 1998 of Department of Personnel, Government of Goa.

Sanction of the Government is hereby conveyed for grant of payment of charge allowance of 10% of his basic pay to Shri Dharmendra Sharma, IAS, for holding the charge of the post of Secretary to Governor, in addition to his own duties as Managing Director of Goa Tourism Development Corporation for the period from 1-3-1997 to 14-7-1998.

This issues with the concurrence of Finance Department vide No. 5565 dated 8-12-98.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 14th January, 1999.

Addendum

No. 6/8/91-PER (Part)

Read : Government Order No. 6/8/91-PER (Part) dtd. 10-7-98.

The following para shall be added to the above referred Government Order of even number dated 10-7-1998 as a last para :

The deployment of Shri Y. B. Tavde shall be on deputation initially for a period of one year which will be governed by the standard terms of deputation as contained in this Department's Office Memorandum No. 13/4/74-PER dated 10-10-1990 and as amended from time to time.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 7th January, 1999.

Department of Revenue

Notification

No. 22/125/93-RD

Whereas by Government Notification No. 22/125/93-RD dated 8-8-97 published in the Official Gazette, Series II, No. 20 dated 20-8-97 and in two newspapers (i) Rashtramat dated 17-8-97 and (ii) Herald dated 19-8-97 it was notified, under section 6 of the Land Acquisition Act, 1894 (Central Act I of 1894) (hereinafter referred to as the "said Act"), that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the "said land"), was needed for public purpose viz. Construction of road from Igrezawado to Asheve Loyelawado road in V. P. Majorda in Salcete Taluka.

And whereas in the opinion of the Government of Goa (hereinafter referred to as the "Government") a portion of the said land as specified in the appended Schedule hereto is not required for the aforesaid purpose.

Now, therefore, the Government is pleased to declare under sub-section (1) of section 48 of the said Act that it has withdrawn from acquisition the portion of the said land more particularly described in the Schedule appended hereto for the aforesaid public purpose and that the aforesaid Government Notification shall be deemed to be modified to that extent so far as it relates to the said land. The persons interested in the said land, may lodge to the Deputy Collector/S.D. O. Mormugao Vasco-da-Gama, within a period of thirty days from the date of this Notification claims under sub-section (2) of section 48 of the said Act, for the damages suffered by them in consequence of the notice or of any proceedings thereunder and for costs reasonably incurred by them in prosecution of the proceedings under the said Act relating to the said land.

A plan of the land, shall be available for inspection in the office of the Dy. Collector/SDO, Mormugao, Vasco for a period of thirty days from the date publication of this Notification.

SCHEDULE

(Description of the said land)

Taluka : Mormugao

Village : Calata

Survey No./ Sub-Div.No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
62/2 part	Leocadia Braganza.	75
62/4 "	Dr. Jose Roque Godinho.	50
76/3 "	Tomatogo Godinho.	150
76/5 "	Jose Roque Godinho.	450
76/28 "	Leocadia Braganza.	100
76/10 "	Comunidade of Calata.	250
77/5 "	Not known.	50
Total :		1125

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 19th January, 1999.

Order

No. 30-42-90/RB/1943

Read:- 1) This office Order No. 30-42-90/RB/1943 dated 25-9-1996.

2) Letter No. 15/1/96/97/REC dated 27-4-98 of the Dy. Collector & S. D. O., Ponda.

The powers conferred under proviso to Section 6 (2) of the Goa Land Revenue Code, 1968 empowering the Deputy Collector and Sub Divisional Officer Ponda to exercise the powers set out in chapter X of the said code to deal with the recovery cases involving an amount of Rs. 50,000/- and above per case shall stand withdrawn with immediate effect.

The Dy. Collector & Sub-Divisional Officer, Ponda shall hand over the cases involving an amount of Rs. 50,000/- and above to the Mamlatdar of Ponda as provided in Section 169 of the above said Code.

S. S. Harit, Collector (North).

Panaji, 10th August, 1998.

Order

No. 18/1/93-RD (P. F.)

Read : Government order No. 18/1/93-RD dated 1-9-98.

In exercise of the powers conferred by Article 118 of the Legislative Diploma No. 2070 dated 15-4-1961, the Government of Goa is pleased to appoint Shri Ganesh V. Khandeparkar, Advocate, Ponda Goa as Administrator of Comunidade of Central Zone, Panaji, vice Shri Vinaykumar Usgaonkar, Mapusa-Goa, with immediate effect.

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 21st January, 1999.

Department Town & Country Planning

Order

Ref. No. 27/12/TCP/99/246

Government is pleased to constitute a committee comprising of the following members to survey the area between 0.200 mts. of HTL within Canacona Municipal area.

1. Dy. Town Planner - Canacona Branch Office.
2. Chief Officer, Canacona Municipal Council.
3. Rep. of P. W. D. at Canacona.

The committee so constituted shall submit the survey report to the Government.

By order and in the name of the Governor of Goa.

R. N. Ray, Chief Town Planner/Ex Officio Jt. Secretary.

Panaji, 25th January, 1999.

Order

No. Ref. No. 4-1-10-89-UDD(Part)/58

On the recommendations of the Goa Public Service Commission vide its letter No. COM/1/5(50)(1) 96/ dated 10-11-98, the Government of Goa is pleased to appoint Shri Moola Kali Charan Srikanth to the Group 'A' Gazetted post of Deputy Town Planner, on regular basis with the basic pay of Rs. 8000/- p. m. in the pay scale of Rs. 8000-275-13500 with immediate effect and posted in the North Goa District Office, Mapusa against the post created vide Govt. Order No. 4/12/75-LSG dated 3-10-75, revived vide Order No. 4-1-1-96-TP dated 3-9-96 and continued upto 28-2-99 vide Order No. 4-1-5-89-UDD/TCP/129 dated 26-3-98, until further orders.

He has been medically examined and found fit by the authorised medical board of Goa Medical College and Hospital, Bambolim, Goa as communicated vide letter No. 4/106/84-H/GMC dated 28-1-99.

Shri Moola Kali Charan Srikanth shall be on probation for a period of one year.

The expenditure shall be debited to the budget head 2217-Urban Development; 001-Direction and Administration, 01-Town and Regional Planning - Town and Country Planning Deptt. (N. P.), 01-Salaries, 05-Travel Expenses.

By order and in the name of the Governor of Goa.

R. N. Ray, Chief Town Planner/Ex-Officio Joint Secretary.

Panaji, 1st February, 1999.

Order

Ref. No. 4-1-10-89-UDD (Part)/70

On the recommendations of the Goa Public Service Commission vide its letter No. COM/I/5(50)(1)/96 dated 10-11-98, the Governor of Goa is pleased to appoint Shri Anand A. Deshpande to the Group 'A' Gazetted post of Deputy Town Planner, on regular basis in the basic pay of Rs. 8000/- p. m. in the scale of pay of Rs. 8000-275-13500 with immediate effect and posted at Head office, Panaji against the post created vide Order No. 4-1-90-UDD dated 5-4-90, revived vide order No. 4-1-1-96-TP dated 3-9-96 and continued upto 28-2-99 vide Order No. 4-1-5-89-UDD/TCP/129 dated 26-3-98.

He has been medically examined and found fit by the authorised medical board of Goa Medical College and Hospital, Bambolim, Goa as communicated vide letter No. 4/106/86-H/GMC dated 22-1-99.

Shri Anand A. Deshpande shall be on probation for period of one year.

The expenditure shall be debited to the budget head 2217-Urban Development, 800-Other Expenditure, 10-Strengthening of Department Administration (Plan), 01-Salaries, 05-Travel expenses.

By order and in the name of the Governor of Goa.

R. N. Ray, Chief Town Planner/Ex-Officio Joint Secretary.

Panaji, 10th February, 1999.

Notification

Ref. No. 4-5-2-84-UDD (Part)/414

- Read:-
1. Government Notification No. 4-5-2-84-UDD (Part)/2(1)/454 dated 11-4-97.
 2. Government Notification No. 4-5-2-84-UDD (Part)/2(1)/503 dated 7-5-97.
 3. Addendum No. 4-5-2-84-UDD (Part)/2(1)/98 dated 30-7-97.

In exercise of the powers conferred by sub-sections (1) and (3) of Section 20 of the Goa, Daman and Diu Town and Country Planning Act, 1974 (Act 21 of 1975), read with rule 3 of the Goa, Daman and Diu Town and Country Planning (Planning and Development Authorities) Rules, 1977 and section 21 of the General Clauses Act, 1897 (Central Act 10 of 1897), the Government of Goa hereby amends the Government Notification No. 4-5-2-84-UDD (Part)2 (1)/454 dated April 11, 1997, published in the OG, S II No. 2 dated 14-4-97 (hereinafter called the "said Notification"), as follows:—

In the said notification, the entries at serial numbers (1), (2), (3), (4), (5) and (6) shall be omitted.

By order and in the name of the Governor of Goa.

R. N. Ray, Chief Town Planner & Ex-Officio Jt. Secretary.

Panaji, 23rd September, 1998.

Government Printing Press

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